

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

MUTIPLE PARTIAL TRANSFERS OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

GOLDMAN, SACHS & CO.

Name of Transferee

CVI GVF (LUX) MASTER S.A.R.L.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

Court Claim # (if known): multiple—please see attached Agreement and Evidence of Transfer

Amount of Claim Transferred: for each Claim #, please see attached Agreement and Evidence of Transfer

Date Claim Filed: multiple

Debtor: Lehman Brothers Holdings, Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

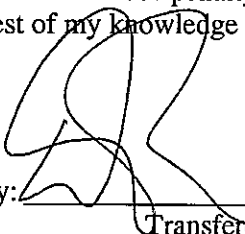
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.


By: _____
Transferee/Transferee's Agent

Dennis Lafferty
Managing Director

Date: 2/19/14

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, CVI GVF (Lux) Master S.a.r.l. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessor in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (collectively, the "Purchased Securities") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount for each Proof of Claim (each, a "Notice") and no action was undertaken by Seller with respect to the Notice; (h) on April 17, 2012 Seller or its predecessor in interest received the first distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "First Distribution"), on October 1, 2012 Seller or its predecessor in interest received the second distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Second Distribution"), on April 4, 2013 Seller or its predecessor in interest received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution"), and on October 3, 2013 Seller or its predecessor in interest received the fourth distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Fourth Distribution," and together with the First Distribution, the Second Distribution, and the Third Distribution, the "LBHI Distributions"); (i) on May 8, 2013, Seller or its predecessor in interest received the first distribution relating to the Purchased Securities in the amounts indicated on Schedule 1 attached hereto (collectively, the "First BV Distribution"), and on October 24, 2013, Seller

or its predecessor in interest received the second distribution relating to the Purchased Securities in the amounts indicated on Schedule 1 attached hereto (collectively, the "Second BV Distribution," and together with the First BV Distribution and the LBHI Distributions, the "Distributions"); (j) other than the Distributions, Seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims or the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

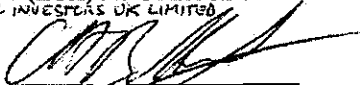
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser the Purchased Securities to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Securities.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 19 day of Feb. 2014.

CVI GVF (LUX) MASTER S.A.R.L.
BY CARVAL INVESTORS UK LIMITED

By: 
Name: **Clifford Bottomley**
Title: **Director**

European Fund Operations
C/o Carval Investors UK Limited
3rd Floor, 25 Great Pulteney Street
London
W1F 9LT
Attn: Matt Shipton
Email: matt.shipton@carval.com
Tel: +44 207 292 7724

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921



Schedule 1

Transferred Claims

Purchased Claim

As set forth below.

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Purchased Allowed Claim Amount (USD)
1	55398	XS0349279108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP 3,000,000	3,550,658.64
2	56861	XS0249942870	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 30,000,000	4,543,862.48
3	59098	XS0286900708	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 9,304,000	8,299,565.05
4	59233	XS0324446524	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 25,000,000	14,997,281.47
5	66962	XS0283174927	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,530,000	1,828,759.08
6	66962	XS0286531156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 16,850,000	14,026,429.66
7	66962	XS0293628748	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 13,530,000	12,643,651.59
8	66962	XS0294778336	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,500,000	1,689,282.85
9	66962	XS0297155136	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,800,000	1,701,110.31

Schedule 1-1

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MB
MC

10	66962	XS0297155565	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	26,070,000	22,724,573.44
11	66962	XS0314763052	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	3,334,000	3,114,515.18
12	66962	XS0326999959	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	22,803,000	27,196,950.88
13	66962	XS0327398656	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	600,000	289,273.93
14	66962	XS0342236295	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	450,000	271,203.10
15	N/A	XS0350507959	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	16,000,000	N/A

LBHI Distributions

	Proof of Claim Number	ISIN/CUSIP	Purchased Claim Amount (USD)	First Distribution (USD)	Second Distribution (USD)	Third Distribution (USD)	Fourth Distribution (USD)
1	55398	XS0349279108	3,550,658.64	128,151.40	86,479.09	109,229.44	129,503.77
2	56861	XS0249942870	4,543,862.48	163,998.40	110,669.36	139,783.52	165,729.06
3	59098	XS0286900708	8,299,565.05	299,550.30	202,142.46	255,320.76	302,711.44
4	59233	XS0324446524	14,997,281.47	541,286.23	365,270.63	461,363.61	546,998.39
5	66962	XS0283174927	1,828,759.08	66,004.10	44,540.87	56,258.38	66,700.64
6	66962	XS0286531156	14,026,429.66	506,245.96	341,624.77	431,497.15	511,588.35
7	66962	XS0293628748	12,643,651.59	456,338.33	307,946.12	388,958.55	461,154.05
8	66962	XS0294778336	1,689,282.85	60,970.08	41,143.81	51,967.66	61,613.50

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MC

9	66962	XS0297155136	1,701,110.31	61,396.96	41,431.88	52,331.51	62,044.88
10	66962	XS0297155565	22,724,573.44	820,181.89	553,474.93	699,079.46	828,837.23
11	66962	XS0314763052	3,114,515.18	112,409.98	75,856.47	95,812.29	113,596.24
12	66962	XS0326999959	27,196,950.88	981,600.23	662,403.22	836,663.87	991,959.01
13	66962	XS0327398656	289,273.93	10,440.55	7,045.49	8,898.97	10,550.73
14	66962	XS0342236295	271,203.10	9,788.34	6,605.36	8,343.06	9,891.63

BV Distributions

	ISIN	Nominal Amount	First BV Distribution	Second BV Distribution
1	XS0286900708	CHF 9,304,000	CHF 831,588.90	CHF 328,494.98
2	XS0324446524	CHF 25,000,000	CHF 1,519,335.77	CHF 600,169.25
3	XS0249942870	EUR 30,000,000	EUR 3,523,091.17	EUR 1,380,205.10
4	XS0283174927	EUR 1,530,000	EUR 81,163.35	EUR 31,796.53
5	XS0286531156	EUR 16,850,000	EUR 1,212,644.75	EUR 475,065.33
6	XS0293628748	EUR 13,530,000	EUR 1,056,650.85	EUR 413,953.21
7	XS0294778336	EUR 1,500,000	EUR 144,757.09	EUR 56,709.99
8	XS0297155136	EUR 1,800,000	EUR 142,072.93	EUR 55,658.44
9	XS0297155565	EUR 26,070,000	EUR 1,962,096.48	EUR 768,670.31
10	XS0314763052	EUR 3,334,000	EUR 277,381.90	EUR 108,667.05
11	XS0326999959	EUR 22,803,000	EUR 2,389,456.02	EUR 936,092.54
12	XS0342236295	EUR 450,000	EUR 7,799.04	EUR 3,055.35
13	XS0349279108	GBP 3,000,000	GBP 278,790.97	GBP 109,086.35
14	XS0327398656	USD 600,000	USD 34,950.46	USD 14,223.39
15	XS0350507959	USD 16,000,000	USD 151,482.92	USD 61,647.28

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MS